



CITY OF DURHAM

**Public Works Department
Stormwater and GIS Services Division
Third Floor
101 City Hall Plaza
Durham, North Carolina 27701**

Addendum No. 2

**To Request for Proposals for
Little Lick Creek Watershed Implementation Plan**

July 31, 2013

The following are Questions and Answers Concerning the RFP:

- 1. Does the City of Durham require a cost proposal component be submitted with the proposal due on August 12, 2013? If not, at which stage of the RFP process will project cost be discussed?**
Answer: No, see Section 240 of the RFP. Cost is discussed during contract negotiations.
- 2. Is the contractor required to include the certificate of insurance as part of the proposal package? If so, will this count toward the 20 page limit?**
Answer: No, see Section 240 of the RFP No. 8 the last sentence.
- 3. Are the 2% M/SDBE and 2% W/SDBE goals (listed on p. 16) firm requirements for this project? Does a SDBE certified firm need to be either minority or women owned in order to meet the SDBE goals for this project? Could use of an SDBE firm that is in possession of one of the certifications listed in the "Definition of the Scope of the Selection Policy" section on page 28 of the RFP (e.g., U.S. Small Business Administration HUB) satisfy an overall 4% SDBE requirements for this contract?**
Answer: The goals are separate. Contractors cannot combine participation. The contractor must utilize a MSDBE firm to meet the MSDBE goal of 2%, and a WSDBE firm for the WSDBE goal of 2%. The contractor can use a firm designated as H, AS AI to meet one of the goals, but they must utilize two different firms.

Note: Firms that are only certified as HUB firms cannot be used to meet the goals. They must be certified with the City of Durham, US SBA (8a), or NCDOT – MBE/WBE, DBE. Contact Angela.Henderson@durhamnc.gov for any further questions on the goals.

- 4. Are there other general or standard terms and conditions (City Code, etc.) that will be included as attachments to the base contract (Exhibit A)? Specifically, the contract does not include Termination for Default and Notice of Cure language affording the Contractor the opportunity to make corrective action prior to the City assuming the work of the contractor (and financial penalty associated with this action) or City Manager executing his/her authority to terminate the contract for default. If not already covered by City Code or otherwise, would the City consider adding such language?**
Answer: See Section 70 of the RFP and Exhibit A. If there are objections to any parts of the contract, they should be stated in the proposal.